

**RESOLUTION NO. 2019-13-CM**

**RESOLUTION AUTHORIZING GRANT OF EASEMENT**

WHEREAS, Indiana American Gas Company d/b/a Vectren (“Vectren”) is a gas utility company making improvements to its gas line along South 18<sup>th</sup> Street in Lafayette, Indiana (“Project”);

WHEREAS, Tippecanoe County owns the Tippecanoe County Fairgrounds (having parcel number 79-07-33-176-002.000-004) of which Vectren seeks a gas line easement on approximately 0.246 acres and a temporary easement on approximately 0.123 acres (hereinafter “Parcel 2”);

WHEREAS, Tippecanoe County owns Cary Home (having parcel number 79-07-33-129-003.000-004) of which Vectren seeks a gas line easement on approximately 0.273 acres and a temporary easement on approximately 0.137 acres (hereinafter “Parcel 5”);

WHEREAS, Vectren is a utility with eminent domain authority with respect to the Project and has offered compensation of \$5,350 for Parcel 2 easement and compensation of \$5,953.10 for the Parcel 5 easement; and


WHEREAS, the Board of Commissioners determines that the proposed compensation is reasonable and that it is in the best interest of the County to accept the proposed compensation in exchange for grants of easement;

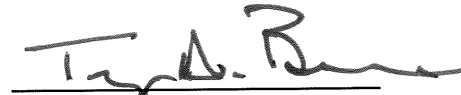
**NOW THEREFORE BE IT RESOLVED:**

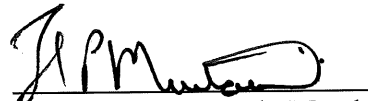
The Board of Commissioners hereby authorizes the President of the Board to execute grants of easement in substantially the form attached hereto in exchange for compensation \$11,303.10 and to execute such other documents or take such other action as is reasonably necessary to effect the grant of easement as described herein.

Duly adopted this 6<sup>th</sup> day of May, 2019.

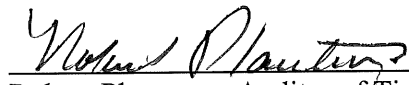
BOARD OF COMMISSIONERS OF  
TIPPECANOE COUNTY

  
David S. Byers, President

  
Tracy A. Brown, Vice President

  
Thomas P. Murtaugh, Member

ATTEST:

  
Robert Plantenga, Auditor of Tippecanoe County

**PARCEL 2**

## PARCEL CALCULATIONS

18th Street from US 52 to Logan Ave.

Parcel:	2	Easement	0.246 acres (10,699 Sq Ft.) 535.00' LF
		Temporary Easement	0.123 acres

Name: **Tippecanoe County**

Address: 20 N 3rd Street  
Lafayette, IN 47901

Calculations based on a land value of \$10 Linear Foot

### Easement valuation

Linear Feet	535.00	X	\$9	\$4,815.00
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### Temporary Easement

Linear Feet	535.00	X	\$1	\$535.00
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Total Easement Value	<u>\$5,350.00</u>
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### Crop Damage in Advance

acres	X	bushels	X
per bushel	X	*	=

### Soil Restoration

Chisel plowing / acre	X	0.000 acres =	N/A
Apply lime / acre	X	0.000 acres =	N/A

Total Crop Damage & Soil Restoration	<u>\$0.00</u>
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\* 100% 1st year, 50% 2nd year, 25% 3rd year, 25% 4th year

Original Offer	<u>\$5,350.00</u>
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3/11/2019

Parcel 2 Job# N-1990-BSCI 18th Street Cross Reference. #Book 57, Page 601  
6" Line Fairfield Township Tippecanoe County

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## **GAS LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That **The Board of Commissioners of Tippecanoe County**, hereinafter called the Grantor, of **Tippecanoe County, Indiana**, in consideration of the sum of One dollar (\$ 1.00 ) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to **Indiana Gas Company, Inc.**, an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Part of the **Northwest Quarter of Section 33, Township 23 North, Range 4 West** of the Second Principal Meridian in **Tippecanoe County, Indiana**, being a strip of land 20 feet in width lying West of and adjoining the following described line:

**Commencing** at the Southeast Corner of said quarter section, said corner being at Indiana State Plane West Zone (North American Datum of 1983, 2011 EPOCH 2010.000) coordinate 1874810.273 North and 3010369.793 East; thence North 01 degree 16 minutes 55 seconds West (grid bearing based on said Indiana State Plane West Zone) along the East line of said quarter section 790.00 feet (all distances in this description are horizontal ground distances) to the northeast corner of the land described in Deed Record 57, Page 601 in the records of the Recorder of Tippecanoe County, Indiana; thence South 89 degrees 20 minutes 57 seconds West along the North line of said land 30.00 feet to the West Right-of-Way line of 18<sup>th</sup> Street, said point being the **Point of Beginning**; thence South 01 degrees 16 minutes 55 seconds East along said Right-of-Way Line 535.00 feet to the **Terminus** being on the South line of the land described in said Deed Record 57, Page 601. The sidelines of said strip being lengthened or shortened to intersect with the North and South lines of said land. Containing 0.246 acres, more or less.

See attached Exhibit "A" consisting of a survey drawing.

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land as shown on the attached survey exhibit.

Said gas mains shall be installed at least .....36"..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement. The easement granted herein are expressly subject to all covenants, agreements, restrictions, easements, encroachments, encumbrances, liens of record, and all other encumbrances whatsoever currently affecting the parcel.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

The parties hereby acknowledge that certain improvements upon the Parcel were funded by Land and Water Conservation Fund proceeds. Because the easement is an underground utility easement that is not anticipated to impact the recreational use of the Parcel, the parties do not believe that the Gas Line Easement constitutes a conversion of the recreational use. However, in the event that the state or federal government were to determine that the grant of the Gas Line Easement is a conversion of the Parcel in violation of the terms and conditions of the use and maintenance of the Parcel in accordance with the LWCF grant funds, Grantee shall have the obligation to either: (i) abandon the Gas Line Easement and

relocate the improvements therein; or (ii) on behalf of the Commissioners, obtain comparable public recreation property satisfactory to the Indiana Department of Natural Resources.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Deed** dated **June 26, 1871**, and placed of record at **Instrument Number Book 57, Page 601**, in the Office of the Recorder of **Tippecanoe County, Indiana. Parcel No. 79-07-33-176-002.000-004.**

IN WITNESS WHEREOF, The Undersigned has set hereunto **their** hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

**The Board of Commissioners of Tippecanoe County**

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Title

Printed Name

Title

STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ :ss

Personally appeared before me this day **The Board of Commissioners of Tippecanoe County,**  
by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its  
\_\_\_\_\_ and acknowledged the execution of the above instrument to be by  
voluntary act and deed.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

My Commission expires \_\_\_\_\_ My County of Residence is \_\_\_\_\_

Grantee mailing address:  
One Vectren Square, P.O. Box 209,  
Evansville, Indiana 47702-0209,  
812-430-6573  
I.C. 8-23-7-31

This instrument prepared by the Grantee named herein by **Steven B. Knies** Ste B Knies Agent for  
Vectren Corporation, 2345 E. Main Street, Danville, Indiana 46122, Telephone 317-718-3626

I Steven B. Knies affirm, under the penalties for perjury, that I have taken reasonable care to redact each social  
security number in this document, unless required by law.





1330 Wlin Hentschel Blvd  
Suite 280  
Lafayette, IN 47906  
765-448-8661

Engineering  
Surveying  
GIS-LIS



VECTREN

### LEGEND

- Temporary Easement
- Access Easement
- Denotes Deed Line or Ownership Change
- Parcel Number



Grid North  
Scale 1"=100'

#### NOTE:

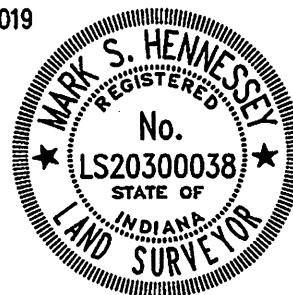
The horizontal data shown on this exhibit are based upon a positional solution derived from real-time kinematic (RTK) global positioning system (GPS) observations processed by the Indiana Department of Transportation (INDOT) continuously operating reference stations (CORS) (<http://incors.in.gov>). The data was processed using the CORS adjustment as determined by NGS (NAD 83, 2011 (epoch 2010.0000)). The coordinate values shown are in the Indiana State Plane Coordinate System West Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

#### NOTE:

All bearings, distances and coordinates are referenced to the Indiana State Plane - West Zone (NAD83) Coordinate System. Combined Scale Factor for this project is 0.9999355. Distances shown hereon are GROUND distances Combined Scale Factor has been applied.

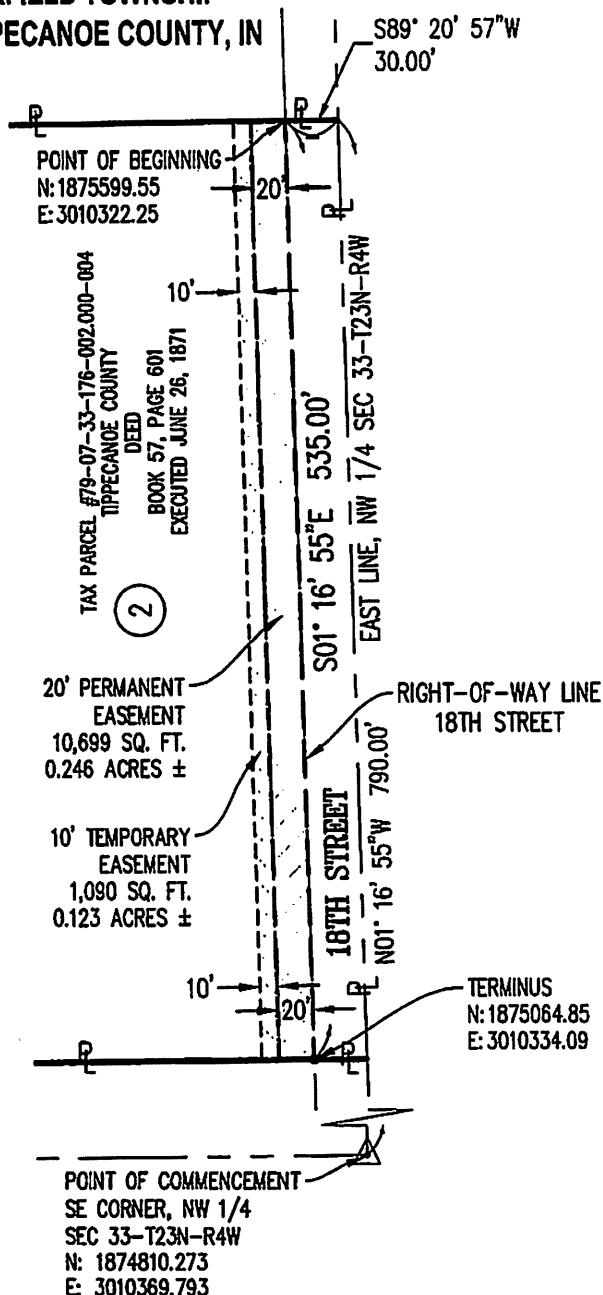
*Mark S. Hennessey*

Mark S. Hennessey  
PS #LS20300038  
January 28, 2019



## Exhibit "A"

LAFAYETTE 18TH STREET FROM  
US 52 TO LOGAN AVE. (6" LINE)  
PT EAST 1/2 OF THE NW 1/4  
SECTION 33-T23N-R4W  
FAIRFIELD TOWNSHIP  
TIPPECANOE COUNTY, IN





1330 Wlin Hentschel Blvd  
Suite 260  
Lafayette, IN 47906  
765-448-8861

Engineering  
Surveying  
GIS LIS



### LEGEND

- Temporary Easement
- Access Easement
- Denotes Deed Line or Ownership Change
- Parcel Number



Grid North  
Scale 1"=100'

### NOTE:

The horizontal data shown on this exhibit are based upon a positional solution derived from real-time kinematic (RTK) global positioning system (GPS) observations processed by the Indiana Department of Transportation (INDOT) continuously operating reference stations (CORS) (<http://incors.in.gov>). The data was processed using the CORS adjustment as determined by NGS (NAD 83, 2011 (epoch 2010.0000)). The coordinate values shown are in the Indiana State Plane Coordinate System West Zone on the 1983 North American Datum utilizing the Continuously Operating Reference Stations (CORS) adjustment as determined by NGS (NAD 83, 2011, EPOCH 2010.0000, US Survey feet).

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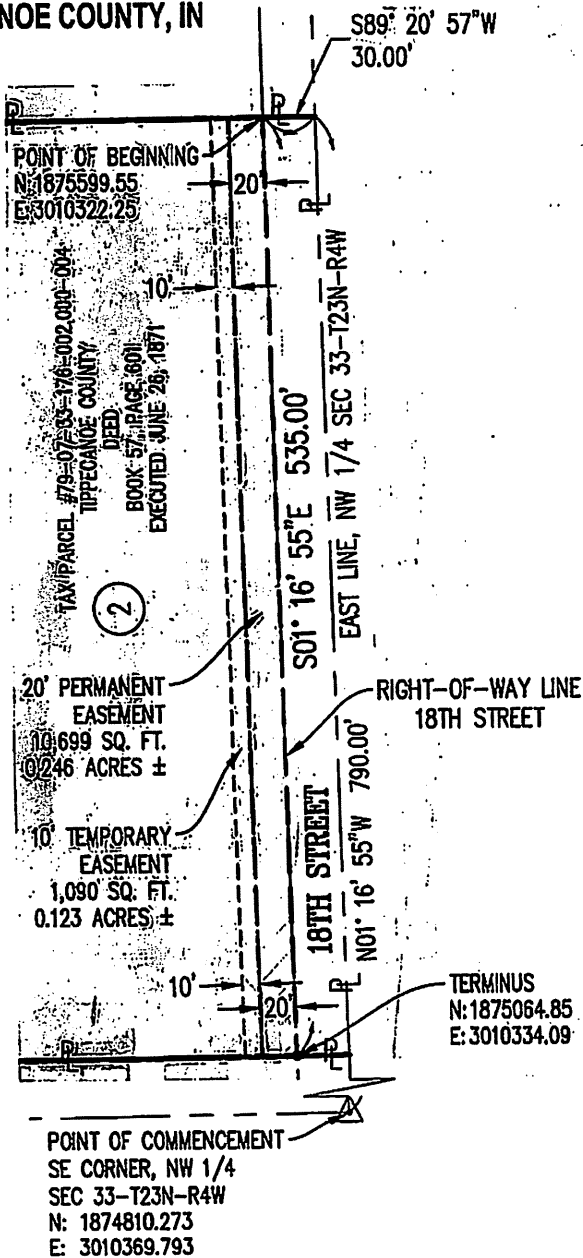
*Mark S. Hennessey*

Mark S. Hennessey  
PS #LS20300038  
January 28, 2019



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PT EAST 1/2 OF THE NW 1/4  
SECTION 33-T23N-R4W  
FAIRFIELD TOWNSHIP  
TIPPECANOE COUNTY, IN



PARCEL 5

## PARCEL CALCULATIONS

18th Street from US 52 to Logan Ave.

Parcel:	5	Easement	0.273 acres (11907 Sq Ft.) 595.31 LF
		Temporary Easement	0.137 acres

Name: The Board of Commissioners of The County of Tippecanoe

Address: 20 N. 6th Street  
Lafayette, IN 47901

Calculations based on a land value of \$10 Linear Foot

<b>Easement valuation</b>			
Linear Feet	595.31	X	\$9
			\$5,357.79

<b>Temporary Easement</b>			
Linear Feet	595.31	X	\$1
			\$595.31

Total Easement Value	<u>\$5,953.10</u>
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### Crop Damage in Advance

acres	X	bushels	X
per bushel	X	*	=

### Soil Restoration

Chisel plowing / acre	X	0.000 acres =	N/A
Apply lime / acre	X	0.000 acres =	N/A

Total Crop Damage & Soil Restoration	<u>\$0.00</u>
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\* 100% 1st year, 50% 2nd year, 25% 3rd year, 25% 4th year

Original Offer	<u>\$5,953.10</u>
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Parcel 5 Job# N-1990-BSCI 18th Street Cross Reference. #Book 57, Page 602  
6" Line Fairfield Township Tippecanoe County

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## **GAS LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That **The Board of Commissioners of The County of Tippecanoe**, hereinafter called the Grantor, of **Tippecanoe County, Indiana**, in consideration of the sum of One dollar (\$ 1.00 ) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to **Indiana Gas Company, Inc.**, an Indiana corporation doing business as **Vectren Energy Delivery of Indiana, Inc.**, its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Part of the **Northwest Quarter of Section 33, Township 23 North, Range 4 West** of the Second Principal Meridian in **Tippecanoe County, Indiana**, being a strip of land 20 feet in width lying West of and adjoining the following described line:

**Commencing** at the Southeast Corner of said quarter section, said corner being at Indiana State Plane West Zone (North American Datum of 1983, 2011 EPOCH 2010.000) coordinate 1874810.273 North and 3010369.793 East; thence North 01 degree 16 minutes 55 seconds West (grid bearing based on said Indiana State Plane West Zone) along the East line of said quarter section 2025.44 feet (all distances in this description are horizontal ground distances) to the Northeast corner of the land described in Deed Record 57, Page 602 in the records of the Recorder of Tippecanoe County, Indiana; thence South 89 degrees 24 minutes 00 seconds west along the North line of the said land 30.00 feet to the West Right-of-Way line of South 18<sup>th</sup> Street, said point being the **Point of Beginning**; thence South 01 degrees 16 minutes 55 seconds East along said Right-of-Way Line 595.31 feet to the **Terminus** being on the South line of the land described in said Deed Record 57, Page 602. The sidelines of said strip being lengthened or shortened to intersect with the North and South lines of said land. Containing 0.273 acres, more or less.

See attached Exhibit "A" consisting of a survey drawing.

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land as shown on the attached survey exhibit.

Said gas mains shall be installed at least .....36"..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement. The easement granted herein are expressly subject to all covenants, agreements, restrictions, easements, encroachments, encumbrances, liens of record, and all other encumbrances whatsoever currently affecting the parcel.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

Grantee agrees to indemnify and hold harmless Grantor from and against any and all damages, claims, costs and expenses suffered, sustained or incurred solely during and as a result of Grantee's construction, installation and repair activity in the easement strip.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed.

The parties hereby acknowledge that certain improvements upon the Parcel were funded by Land and Water Conservation Fund proceeds. Because the easement is an underground utility easement that is not anticipated to impact the recreational use of the Parcel, the parties do not believe that the Gas Line Easement constitutes a conversion of the recreational use. However, in the event that the state or federal government were to determine that the grant of the Gas Line Easement is a conversion of the Parcel in violation of the terms and conditions of the use and maintenance of the Parcel in accordance with the LWCF grant funds, Grantee shall have the obligation to either: (i) abandon the Gas Line Easement and

relocate the improvements therein; or (ii) on behalf of the Commissioners, obtain comparable public recreation property satisfactory to the Indiana Department of Natural Resources.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Deed** dated **June 15, 1871**, and placed of record at **Instrument Number Book 57, Page 602**, in the Office of the Recorder of **Tippecanoe County, Indiana. Parcel No. 79-07-33-129-003.000-004.**

IN WITNESS WHEREOF, The Undersigned has set hereunto **their** hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

**The Board of Commissioners of The County of Tippecanoe**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

STATE OF INDIANA }  
COUNTY OF \_\_\_\_\_ :SS

Personally appeared before me this day **The Board of Commissioners of The County of Tippecanoe**, by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_ and acknowledged the execution of the above instrument to be by voluntary act and deed.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

My Commission expires \_\_\_\_\_ My County of Residence is \_\_\_\_\_

Grantee mailing address:  
One Vectren Square, P.O. Box 209,  
Evansville, Indiana 47702-0209,  
812-430-6573  
I.C. 8-23-7-31

This instrument prepared by the Grantee named herein by **Steven B. Knies** Ste B Knies Agent for Vectren Corporation, 2345 E. Main Street, Danville, Indiana 46122, Telephone 317-718-3626

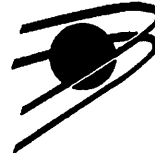
I Steven B. Knies affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.









1330 WLin Hentschel Blvd  
Suite 280  
Lafayette, IN 47906  
765-448-8661

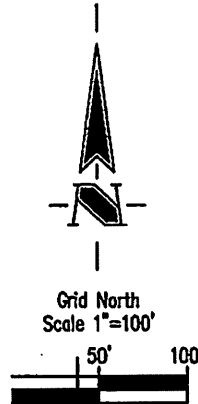
**Engineering  
Surveying  
GIS · LIS**



# VECTREN

## LEGEND

-  - Temporary Easement  
 - Access Easement  
 - Denotes Deed Line or Ownership Change  
 - Parcel Number



**NOTE:**

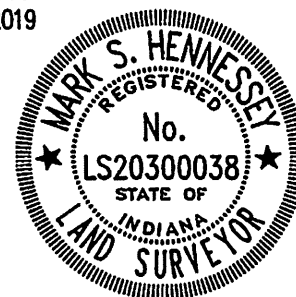
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**NOTE:**

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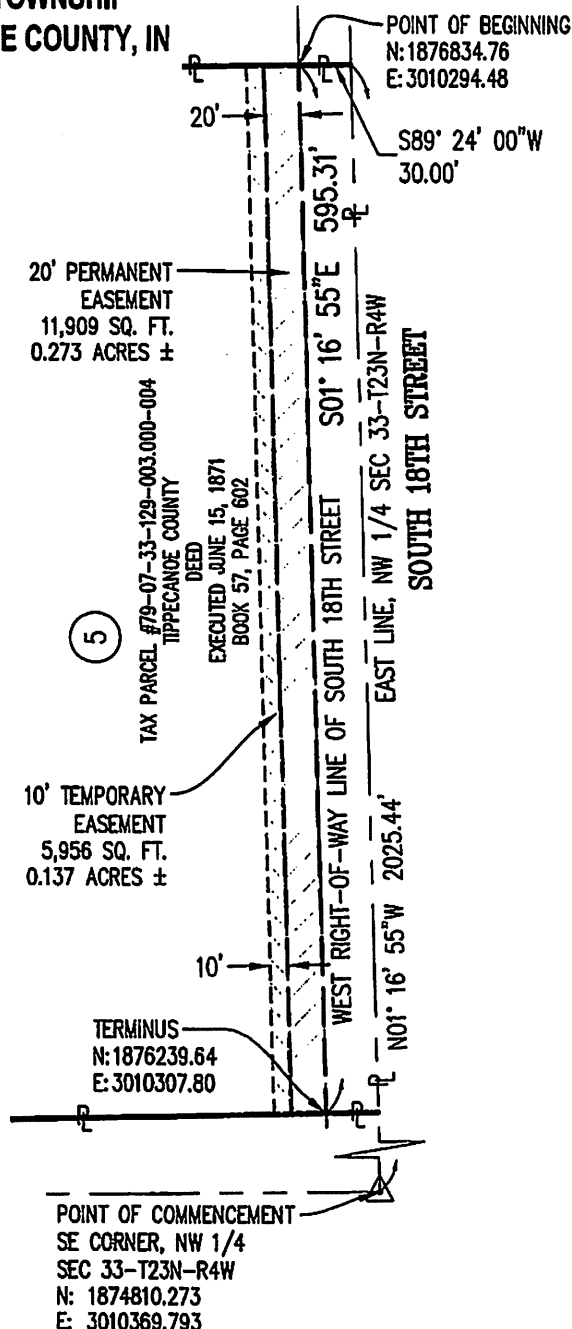
Mark H.

Mark S. Hennessey  
PS #LS20300038  
January 28, 2019



**LAFAYETTE 18TH STREET FROM  
US 52 TO LOGAN AVE. (6" LINE)  
PT EAST 1/2 OF THE NW 1/4  
SECTION 33-T23N-R4W  
FAIRFIELD TOWNSHIP  
TIPPECANOE COUNTY, IN**

## Exhibit "A"





1330 Wlin Hentschel Blvd  
Suite 260  
Lafayette, IN 47908  
765-448-8661

Engineering  
Surveying  
GIS-LIS



VECTREN

# LEGEND

- Temporary Easement
- Access Easement
- Denotes Deed Line or Ownership Change
- Parcel Number



## NOTE:

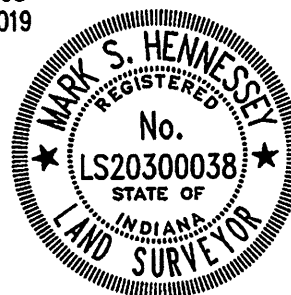
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*Mark S. Hennessey*

Mark S. Hennessey  
PS #LS20300038  
January 28, 2019



## Exhibit "A"

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US 52 TO LOGAN AVE. (6" LINE)  
PT EAST 1/2 OF THE NW 1/4  
SECTION 33-T23N-R4W  
FAIRFIELD TOWNSHIP  
TIPPECANOE COUNTY, IN

